

**EXHIBIT 5**

001460

1 UNITED STATES BANKRUPTCY COURT

2 CENTRAL DISTRICT OF CALIFORNIA

3 --oOo--

4 In Re: ) Case No. 8:21-bk-11710-ES  
5 JAMIE LYNN GALLIAN, )  
6 Debtor. ) Chapter 7  
7 ) Santa Ana, California  
8 ) Thursday, September 22, 2022  
9 10:00 a.m.

8 CONT'D HEARING RE: DEBTOR'S  
9 MOTION FOR RECONSIDERATION OF  
10 7.21.22 ORDER SUSTAINING  
11 HOUSER BROS. CO. DBA RANCHO  
12 DEL REY MOBILE HOME ESTATES  
13 OBJECTION TO DEBTOR'S CLAIMED  
14 HOMESTEAD EXEMPTION AND  
15 JOINDER PARTIES HUNTINGTON  
16 BEACH GABLES HOA; JANINE JASSO

13 TRANSCRIPT OF PROCEEDINGS  
14 BEFORE THE HONORABLE ERITHE SMITH  
15 UNITED STATES BANKRUPTCY JUDGE

15 APPEARANCES:

16 For the Moving Party: JAMIE LYNN GALLIAN, IN PRO PER  
17 16222 Monterey Lane  
18 Unit 376  
19 Huntington Beach, California  
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20 For the Creditor: D. EDWARD HAYS, ESQ.  
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24  
25 Proceedings recorded by electronic sound recording;  
transcript produced by transcription service.

*Briggs Reporting Company, Inc.*

001461

1 APPEARANCES: (cont'd.)

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3 Trustee:

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6 For Huntington Beach  
7 Gables Homeowners  
8 Association:

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1 SANTA ANA, CALIFORNIA THURSDAY, SEPTEMBER 22, 2022 10:00 AM

2 --oOo--

3 (Call to order of the Court.)

4 THE CLERK: Please come to order. This United  
5 States Bankruptcy Court is now in session. The Honorable  
6 Erithe Smith presiding.

7 THE COURT: Thank you. Good morning.

8 All right. In the matter of Jamie Lynn Gallian on  
9 calendar for this morning, may I have the appearance of the  
10 moving party?

11 Ms. Gallian, are you on the line? Ms. Gallian?

12 MS. GALLIAN (telephonic): Yes, ma'am. I couldn't  
13 find the screen. I apologize. Thank you. Good morning,  
14 your Honor. Jamie Gallian, the Debtor for the moving party.

15 THE COURT: All right. Thank you.

16 And for Creditor, Houser Brothers.

17 MR. HAYS (telephonic): Good morning, your Honor.  
18 For Houser Brothers, this is Ed Hays of Marshack Hays.

19 THE COURT: Thank you.

20 And for the Chapter 7 Trustee.

21 MR. DE LEEST (telephonic): Good morning, your  
22 Honor. Aaron De Leest, Danning, Gill, Israel and Krasnoff,  
23 for the trustee.

24 THE COURT: All right.

25 And for the Huntington Beach Gables Homeowners

1 Association.

2 MR. GOE (telephonic): Yeah, Rob Goe for  
3 Huntington Beach Gables Homeowners Association.

4 THE COURT: All right. Are there any other  
5 appearances?

6 All right. Just in case you haven't had a chance  
7 to read the tentative ruling sealed, I did not post a  
8 tentative ruling. I decided to hear oral argument and take  
9 the matter under submission, and thereafter issue my written  
10 ruling.

11 So, as indicated in the tentative ruling, the  
12 moving party, Ms. Gallian, will have 20 minutes to summarize  
13 her arguments in support of the motion. And you should  
14 assume that I have read the pleadings, and the point of the  
15 oral argument is to highlight key arguments that you want  
16 the Court to consider. And after that, the Creditor, Houser  
17 Brothers will have up to 20 minutes to respond. The joining  
18 parties, the trustee and the HOA, will each have five  
19 minutes to present any argument. And the Debtor will have  
20 up to 10 minutes to present final argument as the moving  
21 party. All right. And -- hold on just a minute. Okay.

22 All right. Ms. Gallian, you may begin. And you  
23 will have until 10:28 to make your opening arguments. Go  
24 ahead.

25 MS. GALLIAN: Okay. So I filed this motion for

1 reconsideration under 59(e). And there are three basic  
2 reasons for a motion to be reconsidered. The legal  
3 standards governing the motion for reconsideration is -- one  
4 of them is there is -- number three, there is an intervening  
5 change in the controlling law. 389 Orange Street Partners  
6 vs. Arnold, 179 F.3d 656, 665 (9th Cir. 1999).

7 I would like to bring to the Court's attention a  
8 memorandum just published and filed on August 31st, 2022,  
9 stating that the decision in the Schaefers case has been  
10 vacated. And so that was one of the first big items that I  
11 wanted to bring to the attention of the Court.

12 THE COURT: And was the -- what is -- is the  
13 citation in your pleadings? I can't remember.

14 MS. GALLIAN: I understood the Court to say that  
15 there were no more -- you know, you couldn't file any more  
16 pleadings. This -- my -- doc 185 was filed on August 11,  
17 2022, and the memorandum from the Ninth District was  
18 published on August 31st. So -- and I did not want to break  
19 the order of the Court by filing, you know, something after  
20 the Court had already said don't file anything.

21 THE COURT: Okay. Hold on just a minute.

22 MS. GALLIAN: Yes, ma'am.

23 (Pause.)

24 THE COURT: All right. Go ahead.

25 MS. GALLIAN: Okay. So I can also -- the

1 memorandum --

2 THE COURT: That's okay. If you can tell me what  
3 court it is, we can look it up.

4 MS. GALLIAN: Of course, ma'am. United States  
5 Court of Appeals for the Ninth Circuit.

6 THE COURT: Okay.

7 MS. GALLIAN: Number 20-60055.

8 THE COURT: All right. Thank you.

9 MS. GALLIAN: Uh-huh. And did you want me to  
10 consider -- to continue or just wait?

11 THE COURT: No, go ahead.

12 MS. GALLIAN: Okay. So that was one of the  
13 biggest things. I don't think there's any dispute between  
14 any of the parties that this is my home. I've resided in  
15 the home since November of 2018. I purchased the home with  
16 funds that -- I sold my previous property. And I think I  
17 made it clear, and -- the movant in the first objection  
18 filed made it clear that I purchased the home from Lisa  
19 Ryan.

20 The home was registered in my LLC two-and-a-half  
21 weeks after I purchased it. It was registered personally by  
22 me on November 16, 2018. That did not negate the fact that  
23 the certificate of title was surrendered to me and signed by  
24 a releasing signature of Lisa Ryan on November 1st.

25 THE COURT: I'm sorry. When you say "registered,"

1 do you mean that it was titled in the LLC?

2 MS. GALLIAN: It was registered -- I purchased the  
3 home, and it was registered to the LLC two-and-a-half weeks  
4 later in the name of my sole member LLC, J-Sandcastle.

5 THE COURT: All right. Thank you.

6 MS. GALLIAN: Yes. Let's see. I want to go back  
7 here. I think the State of California has long recognized  
8 that a person may not hold legal title to real property in  
9 order to claim a homestead exemption, but that an equitable  
10 interest is sufficient. This motion for reconsideration  
11 tests the extent of this liberal policy, where the Chapter 7  
12 debtor has resided continuously in the home in question for  
13 years prior to and during her bankruptcy case and has an  
14 interest in the property established by her purchase on  
15 November 1st, using the proceeds from the sale of her  
16 California residence, APN 937-630-53, unit 53 on October  
17 31st, 2018, reinvesting those proceeds the very next day in  
18 her personal residence, a 2014 Skyline custom villa  
19 manufactured home. And to bring to the Court's attention, I  
20 bought that home sold in place, in -- on lot 376, in track  
21 10542, unit four, under an existing, unexpired 80-year  
22 ground leasehold, the same leasehold that my previous home  
23 is also recorded under in the Orange County Clerk/Recorder's  
24 Office, from 1979.

25 On November 1st, Lisa Ryan executed a notice of



1 sale and transfer documents and signed it November 1st,  
2 2018. And on the left side of that document -- and it's  
3 Houser's Motion Exhibit 13. It clearly states, "Jamie Lynn  
4 Gallian is the purchaser."

5           On the 14th of November, after Lisa Ryan notified  
6 and signed the notice of sale and transfer, because that's  
7 the responsibility of the seller, Houser Brothers filed a  
8 writ of possession in the old owner's name, in Lisa Ryan's  
9 name. And that date is November 14th, 2018. I met with  
10 Lisa Ryan on November 15th. I wanted out of the deal. I  
11 didn't know what -- any -- what was going on with any of  
12 these people. I didn't know any of these people.

13           Anyway, Lisa Ryan signed and acknowledged that she  
14 had given me a copy of her January 1st, 2006 -- and I  
15 believe I attached it as an exhibit -- 2006 -- and what it's  
16 called -- it's called mobile home rental agreement. And I  
17 thought it was very strange, because I was purchasing a 2014  
18 mobile home rental -- mobile home from Lisa Ryan. And Lisa  
19 Ryan and I are about the same age, so subsequent -- and I'm  
20 kind of getting off track here, your Honor, but --

21           THE COURT: Remember you only have about 13  
22 minutes.

23           MS. GALLIAN: Yes, yes, yes, yes, yes. Okay. So  
24 anyway, let's see. I mentioned that the surrendered  
25 certificate of title releasing signature did not change from

1 November 1st. "Surrendered to Jamie Gallian." Jamie  
2 Gallian is still the owner and purchaser of the 2014 Skyline  
3 manufactured home. I think that the moving party's motion  
4 for reconsideration opposition spends little time in  
5 analyzing the types of equitable interest in real property  
6 that support a homestead exemption. And as the Court is  
7 aware, in doc 74 that prior to filing a -- this bankruptcy,  
8 I did file a declared homestead prior to my bankruptcy.

9           Let's see. We know that the Ninth Circuit  
10 historically describes Section 704.710 to 704.810, stating  
11 that the automatic exemption protects a debtor from a forced  
12 sale and requires that the debtor reside in a homestead  
13 property at the time of the forced sale. Diaz 547 B.R. at  
14 334. See also In re Anderson, 824 F.2d 754, 756 (9th Cir.  
15 1987). The statutory provisions affecting homesteads are  
16 primarily located on article four and article five, which no  
17 -- which -- an automatic homestead for which no recording is  
18 necessary. Courts, I think, in the past had found that most  
19 people were ignorant of the fact that they needed to file a  
20 declared homestead. And so -- and I think that's why the  
21 change in the law came about that a debtor does receive the  
22 automatic homestead.

23           Let's see. 704.710(c) requires only that the  
24 debtor reside in the property as his or her own dwelling at  
25 the time of the judgment creditor's lien attaches and

1 continuously thereafter until the court determines the  
2 dwelling is a homestead. In re Gilman, 887 F.3d 956, 965  
3 (2018) quoting Tarlessen, 184 -- it does not require that  
4 the debtor continuously own the property. California law  
5 rejects the argument that title to property is necessary to  
6 claim a homestead exemption. Citing Tarlessen, in 184  
7 Cal.App.4th at 937. Third party does not defeat a debtor's  
8 right to an automatic exemption, because continuous  
9 residency, rather than continuous ownership, controls the  
10 analysis. Citing Elliot, 523 B.R. at 196. California still  
11 has its common law history of applying liberal standard to  
12 automatic homestead laws. In re Reaves. Exemption statutes  
13 are to be liberally construed, for their manifest purpose is  
14 that of having -- saving a debtor and their families from --  
15 by way of reason of misfortune or improvidence.

16           The record clearly shows that I reside in the home  
17 during and after I filed my bankruptcy. I don't believe  
18 that Houser Brothers have satisfied their burden. I believe  
19 that they provided the Court with a document off of the  
20 internet. And I believe that the attorneys that did this  
21 are not new. They are trustees. They know exactly where to  
22 get a copy of a certified copy of -- from the Tax Assessors'  
23 Office.

24           And I have provided a certified copy of my tax  
25 assessors' application in my filing here that -- the tax

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1 assessor gets that date from HCD, effective in Orange County  
2 since February 25th, 2021. They take that date from HCD.  
3 It's not provided by the debtor. If you look at my  
4 application of my homeowners' exemption, I state on there  
5 that I have owned the home since November 1st, and this is  
6 my homeowners' exemption against the property. It says,  
7 "When did you acquire the property?" I acquired it on  
8 November 1st. "Date you occupied the property?" November  
9 1st. "Do you own any other property that was your principal  
10 residence?" I answered, "yes." And I also gave the tax  
11 assessor my old address. Nowhere on that form does it state  
12 the date February 25th, 2021. Again, that 2/25, 2021 is  
13 something that HCD provides to the tax assessor. The doc 74  
14 is my homestead exemption.

15 Let's see -- and I would -- let's see. I do want  
16 to address 522(p)(2)(B), just my last few minutes here, of  
17 stating that -- get to that part -- that the -- let's see.  
18 Where is it?

19 THE COURT: I'm sorry. Can you give me the  
20 statutory citation again?

21 MS. GALLIAN: 11 U.S. Code 522(p)(2)(B).

22 THE COURT: Thank you.

23 MS. GALLIAN: "For purposes of paragraph  
24 (1), any amount of such interest does  
25 not include any interest transferred

1 from a debtor's previous principal  
2 residence, which was acquired prior to  
3 the beginning of such 1,215-day period,  
4 into the debtor's current principal  
5 residence, if the debtor's previous and  
6 current residences are located in the  
7 same state."

8 And I would ask the Court to consider that also (p) (2) (B)  
9 does apply to this case.

10 Let's see. What else. I don't think I have  
11 anything else, ma'am.

12 THE COURT: All right. Thank you very much.  
13 Mr. Hays?

14 MR. HAYS: Yes. Thank you, your Honor. There are  
15 typically two types of interest in property. There's legal  
16 title to and a beneficial or equitable interest in. Most of  
17 the time the same person holds both interests, but sometimes  
18 there is a difference. For example, an elderly widow might  
19 put legal title to her residence in the name of a child to  
20 avoid probate while continuing to live in the home. In such  
21 an interest, the beneficial interest was always remaining  
22 with the widow who was the occupant of the home. It was her  
23 home. It would not be the child's home to sell. The child  
24 would have their name in the title. The widow occupant  
25 would still be the beneficial or equitable owner of the

1 home. That is the type of argument that the Debtor is  
2 making here, and that is the type of argument that the  
3 California cases rely upon to say that the exemption is  
4 dependent upon having a beneficial or equitable interest in  
5 property.

6 But in this case, that's not what the record  
7 before the Court establishes. In this case, as the Debtor  
8 mentioned in her comments, she sold her former residence and  
9 purchased the subject property, but the subject property was  
10 titled in the name of the LLC, because the Debtor had  
11 pending litigation and creditor trouble.

12 The Debtor further engaged in the second layer of  
13 fraud, which was to then put liens on the property in favor  
14 of a second LLC. And so, what we're looking at and what the  
15 Court needs to consider is, is there any evidence in the  
16 record that notwithstanding the legal title in the name of  
17 one LLC and liens in favor of a second LLC, did the Debtor,  
18 in fact, retain the equitable or beneficial interest in the  
19 property? And there is no doubt that that is not what  
20 happened in this case.

21 As the evidence established and the Court noted at  
22 the prior hearing, the Debtor was paying rent to the LLC  
23 that was on title. Nobody pays rent to themselves. And so,  
24 what the evidence establishes is that the Debtor transferred  
25 not just the legal title but the beneficial and equitable

1 interest in the property while she was paying -- as  
2 evidenced by the fact that she was paying rent to the LLC.  
3 Moreover, it was the LLC on title that continued tendering  
4 rent payments to Houser Brothers all the way through the  
5 petition date, as noted by the Court in its tentative ruling  
6 at the last hearing.

7           So the Court also noted in its tentative ruling at  
8 the last hearing that the Debtor, and several of her ten  
9 sets of amended schedules, admitted that the LLC was the  
10 owner of the property.

11           So in viewing all of the evidence, the evidence is  
12 that the Debtor never retained an equitable or beneficial  
13 interest in the property. And that was for the obvious fact  
14 of she was in a pending lawsuit at the time that she was  
15 acquiring the subject property, and she was attempting to  
16 put the property and the equity and value of the property  
17 outside the reach of her creditors. She never wanted to  
18 retain the legal or equitable -- the beneficial or equitable  
19 interest in the property, because all of the evidence  
20 suggests that it was part of her fraudulent scheme to  
21 hinder, delay and defraud creditors.

22           Let's talk for a moment about the standards for  
23 reconsideration. Whether you consider the motion under Rule  
24 59 or Rule 60, the motion fails. The Debtor's primary  
25 argument in seeking reconsideration is that there was a tax

1 exemption registered with Orange County. And that is not  
2 newly discovered evidence that could not have been  
3 discovered and presented to the Court prior to the original  
4 hearing, because according to that tax exemption, it was  
5 registered as of February of 2021, and here we are in the  
6 middle and latter part of 2022. So this is not newly  
7 discovered evidence. The Debtor never raised a request for  
8 a continuance because she couldn't get the evidence in front  
9 of the Court before the Court originally ruled.

10           And even if the Court considers this alleged newly  
11 discovered evidence, its only relevance to the proceeding is  
12 that it controls the burden of proof in terms of who carries  
13 the burden on the exemption. If there was no registered tax  
14 exemption, then the burden of proof is on the Debtor to  
15 establish that she had a legal or an equitable interest in  
16 the property. And if she did have the registered tax  
17 exemption, then the burden of proof would be on the party  
18 challenging the exemption. But either way that you look at  
19 it, the evidence in the record is uncontroverted that the  
20 Debtor neither had legal title to nor a beneficial or  
21 equitable interest in this property.

22           If the Court were to consider such newly  
23 discovered evidence that very well could have been presented  
24 prior to the original hearing, then the Court would have to  
25 consider every motion twice. Once in the original instance,



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1 and then when somebody thinks of another argument and goes  
2 out and gets evidence that could have been presented when  
3 that motion for reconsideration gets filed. And that is not  
4 the standard, and that is not the way to preserve a judicial  
5 economy.

6           The Debtor mentioned the Schaefers ruling by the  
7 Ninth Circuit, which was very recent. And I'd like to  
8 address that quickly. The Ninth Circuit vacated the B.A.P  
9 ruling. And the B.A.P ruling was that the debtor in  
10 Schaefers was not allowed an exemption because title to that  
11 subject, single-family residence, was in the name of an LLC.  
12 But the order vacating the B.A.P ruling was based on the  
13 fact that the case had become moot.

14           And what happened in Schaefers was the Chapter 7  
15 trustee abandoned the bankruptcy estate's interest in the  
16 LLC. The debtor was the 100-percent owner of the LLC. And  
17 so the court said that the entire matter in dispute over  
18 whether the exemption was proper or not had become moot.  
19 And that order recognizing the mootness of the appeal does  
20 not undermine the precedential value of the B.A.P's ruling  
21 in analyzing that a debtor cannot claim an exemption in  
22 property owned by an LLC.

23           And the -- Bill Rochelle writing for the ABI in  
24 one of his daily wires did a story about the -- an article  
25 about this, recognizing that the precedential value of the

15

1 B.A.P.'s ruling likely is still out there and can and should  
2 be relied upon.

3           The U.S. Supreme Court in Owens, which was a case  
4 we cited, recognizes that you can only exempt from property  
5 in the estate that which is property in the estate. And in  
6 this case, both the legal title to and the beneficial  
7 interest in the property was not owned by the Debtor and was  
8 owned by the LLC. And I think the most smoking gun reason  
9 is that the Debtor was paying rent to the LLC. And that's  
10 not something that somebody would do if they were, in fact,  
11 the equitable owner of the property.

12           And then, finally, as recognized by the Court in  
13 the original ruling on this matter, if the Debtor did, in  
14 fact, acquire some interest in the property prior to the  
15 bankruptcy, then the Section 522(p) cap would apply and  
16 would cap the amount of the exemption.

17           And unless the Court has any further questions of  
18 me, I would submit on that argument.

19           THE COURT: All right. Thank you.

20           And with respect to the joining parties, do either  
21 of you wish to present any arguments, starting with Mr. Goe?

22           MR. GOE: Yeah. Just briefly, your Honor.

23           I agree with everything that Mr. Hays has stated.  
24 And nothing has changed since your original ruling. The  
25 fact is that the Debtor specifically put this property into

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1 an LLC to avoid the multiple judgments that my client had  
2 obtained against her and furthered that pattern of fraud by  
3 then putting insider liens on the LLC property as well.

4 Finally, Judge, it's worth noting that under  
5 California Corporations Code, Section 17300, a member, which  
6 Ms. Gallian is, has no interest in specific limited  
7 liability company property. So she has no ability to claim  
8 a homestead exemption. I have nothing further.

9 THE COURT: All right.

10 Mr. De Leest.

11 MR. DE LEEST: Yes, your Honor. Thank you. I  
12 think I agree with Mr. Hays and Mr. Goe. I actually have  
13 nothing further to add. They covered all my points.

14 THE COURT: All right. Very well.

15 And, Ms. Gallian, you get the last word on this.  
16 You may respond if you like.

17 MS. GALLIAN: Yes. So in regards to Mr. Goe's  
18 comments regarding multiple judgments, when I bought this  
19 home on November 1st, 2018, after selling the property at  
20 the Gables on October 31st, I sold the home unencumbered. I  
21 provided the Court with a -- two copies of a preliminary  
22 title report. Mr. Goe's multiple judgments that he refers  
23 to didn't occur until May of 2019. It's not like I had a  
24 crystal ball. There were no judgments. I sold the home  
25 unencumbered.

1           It's my business whether I purchased a home after  
2 I had already committed to a three-year lease. When I moved  
3 out of the Gables on September 11th, I still had the  
4 three-year lease. The purpose of the LLC was to -- in case  
5 I had to put a renter in there, in case I needed to stay at  
6 the three-year lease home on Kenyon Drive.

7           Let's see. Some of the other notes that I had  
8 were, Mr. -- it's addressing Mr. Hays' comments. The  
9 pending lawsuit. He says pending lawsuit. The pending  
10 lawsuit he filed -- or not he filed, but the Houser Brothers  
11 filed on January 2nd, 2019, was against Jamie Gallian. If  
12 they truly believed that the home was owned by J-Sandcastle,  
13 well then why haven't they named J-Sandcastle in their  
14 unlawful detainer case, or even added them as a party, or  
15 even added them in their adversary.

16           I was able to get out of the three-year lease. I  
17 have lived in the property. It is my property. On January  
18 14th, 2019, I recorded a UCC filing with California State  
19 giving public notice that the home is encumbered with a  
20 security agreement and a promissory note dated November  
21 16th, 2018. I think that the gentlemen on the phone are  
22 forgetting that it is a perfected lien. The perfected lien  
23 is held by J-Pad. I am a third owner of J-Pad with two  
24 other members. With transferring the property back in  
25 February 2021 was after a mandatory settlement conference

1 with Houser Brothers, because Houser Brothers did not want  
2 to enter into a lease agreement with J-Sandcastle.

3 J-Sandcastle is the entity that filled out the  
4 residency application on November 19th, 2018. However, the  
5 application was denied -- was sent to Jamie Gallian. It was  
6 never even considered J-Sandcastle was the applicant.  
7 Everything that has been filed by Houser has been in the  
8 name of Jamie Gallian. Nothing is ever in the name of  
9 J-Sandcastle. And it wasn't until February 25th, 2021, that  
10 Jamie Gallian, as the member of J-Sandcastle, released the  
11 title to Jamie Gallian so that she could end this almost  
12 four-year pending unlawful detainer case that Houser  
13 Brothers still keep saying that possession is still in  
14 question.

15 Possession is not in question. Possession has  
16 never been in question because Lisa Ryan sold the property,  
17 gave notice that she sold the property to a bona fide  
18 purchaser. Houser Brothers has never been in possession of  
19 the home. The home was lawfully sold, as anticipated, by a  
20 10/18, 2018 stipulation signed by Ms. Ryan and Houser  
21 Brothers in an unrelated case. Jamie Gallian intervened in  
22 that case. And when Houser Brothers executed a writ of  
23 possession in the name of Jamie Gallian, removed Jamie  
24 Gallian unlawfully from the home she owns, changed the  
25 locks, intervened in the Houser v. Ryan case, and the Court

1 ordered Houser to return possession to Jamie Gallian.

2           So there is nothing more that I can add, except  
3 for there is a perfected lien holder on the certificate of  
4 title. There is a security agreement and a promissory note  
5 on -- filed with the UCC secretary of state. It is still  
6 valid. And Jamie Gallian did not have a crystal ball to  
7 realize that the creditor, Houser -- not Houser but  
8 Huntington Beach Gables was going to end up with a massive  
9 attorney fee judgment. That was almost eight months after  
10 Jamie Gallian purchased this home.

11           So Jamie Gallian hasn't defrauded anybody. Jamie  
12 Gallian has been more than open in her petitions. And  
13 filing an amended petition before the 341 meeting has  
14 concluded, I understand under Rule 1009 is allowed. And  
15 with that, I'll end.

16           THE COURT: All right. Thank you.

17           The matter will stand submitted, and the Court  
18 will issue a written ruling after reviewing its notes from  
19 today's hearing, as well as all of the pleadings and  
20 exhibits that have been filed. All right.

21           MS. GALLIAN: Thank you, your Honor.

22           MR. HAYS: Thank you, your Honor.

23           THE COURT: I believe --

24           MR. GOE: Thank you, your Honor.

25           THE COURT: Thank you.

1 (Proceedings concluded.)

2  
3 I certify that the foregoing is a correct  
4 transcript from the electronic sound recording of the  
5 proceedings in the above-entitled matter.

6  
7 /s/ Holly Steinhauer 1-24-23  
8 Transcriber Date